

DEPARTMENT OF THE ARMY

HEADQUARTERS, U.S. ARMY ALASKA 600 RICHARDSON DRIVE #6250 FORT RICHARDSON, ALASKA 99505-6250

DEPARTMENT OF THE ARMY
MUTUAL AID AGREEMENT
BETWEEN
UNITED STATES ARMY ALASKA
AND THE
ALYESKA PIPELINE SERVICE COMPANY

This agreement, entered into this $\underline{\it{Mth}}$ day of $\underline{\it{Janvary}}$, 2002, between the Secretary of the Army acting according to the authority of section 1856a, title 42, United States Code and the Alyeska Pipeline Service Company (APSC) is to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire, and firefighting. It is agreed that—

- a. On request to a representative of the U.S. Army Alaska (USARAK) Fire and Emergency Services at Ft. Wainwright by a representative of the APSC, firefighting equipment and personnel of the USARAK Fire and Emergency Services will be dispatched when available to pump stations 7 or 8 and any point between these two facilities for which the APSC normally provides fire protection as designated by the representative of the APSC.
- b. On request to a representative of the APSC by a representative of the USARAK Fire and Emergency Services at Ft. Wainwright, firefighting equipment and personnel of the APSC will be dispatched when available to any point within the firefighting jurisdiction of the USARAK Fire and Emergency Services at Ft. Wainwright.
- ${f c}$. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.
- d. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
- (1) Any request for aid under this agreement will specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished will be determined by a representative of the responding organization.
- (2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of the official.
- (3) A responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.

SUBJECT: Mutual Aid Agreement for Firefighting and Emergency Assistance

- (4) If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the APSC normally provides fire protection, the Chief of the USARAK Fire and Emergency Services or his or her representative may assume full command on arrival at the scene of the crash.
- e. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of this agreement except those claims authorized under 15 U.S.C. 2210.
- f. The chief fire officers and personnel of the fire organizations of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct prefire planning inspections and drills.
- g. The technical heads of the fire organizations of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.
- h. All equipment used by the APSC in carrying out this agreement will be owned by the APSC; and all personnel acting for the APSC under this agreement will be an employee or volunteer member of the APSC.
- 1. This agreement shall become effective upon the date hereof and remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days notice of said cancellation.

For the Alyeska Pipeline Service Company

Contract Team Lead, Contracts

Alyeska Pipeline Service Company

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FREITRIJCK J. LEHMAN

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